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Producers 88 (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE v.5

## PAID UP OIL AND GAS LEASE

(No Surface Use)

THIS LEASE AGREEMENT I	ع کے این s made this	day of	Hugust	, 2008, by and between			
Ghales Hamad	and Aso	der Rahman	Ethanad	5044 5	single pe	ople_	
whose addresss is \( \frac{\frac{172}{DALE PROPERTY SERVICE}}{1. \] In consideration of a case described land, hereinafter called to	i ali other provisions (ir sh bonus in hand palo	Avenue, Suite 1870 icluding the completto	n of blank spaces) we	as Lessee, All re prepared joint	printed portions	s of this lease were prepa d Lessee.	
O.32 ACRES OF LAI OUT OF THE LOCH WESTS IN VOLUME	ND, MORE OR LI		COUNTY, TEXAS	ACCORDI LAT RECORE	ADDITION, A NG TO THA OS OF TARF	, BLOCK IN ADDITION TO T T CERTAIN PLAT RANT COUNTY, TE	HE CITY OF RECORDED XAS.
in the County of <u>Tarrant</u> , State of reversion, prescription or otherwise substances produced in association commercial gases, as well as hydriand now or hereafter owned by Lessor agrees to execute at Lossee of determining the amount of any significant country.	e), for the purpose of on therewith (Includin racarban gases. In ad essor which are contig e's request any addition	exploring for, develog g geophysical/seismic dition to the above-de yous or adjacent to the nai or supplemental in	ping, producing and a c operations). The escribed leased prem to above-described is alruments for a more	markeling oli and lerm "gas" as t lses, this lease a lased premises, complete or acci	d gas, along will ised herein incl also covers acci and, in consider urate description	th all hydrocarbon and ned to the carbon distribution and any small attractions and any small attraction of the aforemention of the land so covered.	on hydrocarbon exide and other los or parcels of ned cash bonus, For the purpose
as long thereafter as all or gas or or otherwise maintained in effect pure.  3. Royalties on oil, gas and separated at Lessee's separator fatessor at the wellhead or to Lesso, the wellhead market price then proprevailing price) for production of production, severance, or other extensee shall have the continuing in a such price then prevailing in the line same or nearest preceding date more wells on the leased premises are walting on hydraulic fracture stiple deemed to be producing in paying there from in not being sold by Lessor's credit in the depository de while the well or wells are shut-in o is being sold by Lessee from anott following cessation of such operation to the lessor's depository agent for received.	ther substances cover uant to the provisions I other substances proculifies, the royalty shar's credit at the oil pure availing in the same if i similar grade and in the condition of the condition of the condition of the condition of the condition, but such welling quantities for the passee, then Lessee share mulation, but such welling quantities for the passee, then Lessee share or production there from the condition of the condition of the condition of the condition. Let the condition the condition of the condition of the condition of the condition.	ed hereby are productered. Induced and saved here tall be 100% of these is no stravity; (b) for gas (ir of the proceeds reall to incurred by Lessee production at the provide of the proceeds reall to incurred by Lessee commences the commences of the proceed of the provide of ellowed to incurred by Lessee commences or wells are either shourpose of maintaining at pay shut-in rayatly before the end of sall is not being sold by the leased premises or assee's failure to proposall be paid or tendered.	ed in paying quantities under shall be paid to the price then prevanciuding casing head itself. The process in delivering, process alling wellhead market there is such a predicting producting oil or guithn or production the producting oil or gouthn or production the libs lease. If for a profice one dollar per act of one dollar per act and sold and the production of the provided that lands proced therewill ands pooled therewill pay shut-in royall to Lesson or to Less	s from the leased by Lessae to Les (3) %) on the same if gas) and all of the sale there is the sale the sale there is the sale there is the sale there is the sale the sale there is the sale there is the sale there is the sale the sale there is the sale there is the sale there is the sale the sale the sale there is the sale the sale the sale there is the sale th	d premises or for such production have the continue field, then in tother substance of, less a prope marketing such roduction of simple field by the substance covered lang sold by the edges of the lesson of the days suby this lease, substance scholar substances covered lang sold by the lesson of the rowise being rotation and therwise being rotation for the sace flable for the sace of the sace flable for the sace flable flabl	(a) For oil and other liquidon, to be delivered at Le uling right to purchase suche nearest field in which is covered hereby, the ortionate part of ad valid highest or other substance in the same flurable purchase contracts from any term or any time to hereby in paying quantities, such well or wells at chivel or wells are shuch payment to be made liversary of the end of samaintained by operations the amount due, but shall as above or its success.	In or this lease is all hydrocarbons issee's option to ch production at there is such a royally shall be orem taxes and as provided that eld (or if there is an error and the eld (or if there is entered into an hereafter one es or such wells hall nevertheless in or production to Leasor or to if production do yellow the eld of or if production day period next in or perate to sors, which shall
draft and such payments or tender: address known to Lessee shall con payment hereunder, Lessor shall, a 5. Except as provided for in I premises or lands pooled therewill	s to Lessor or lo the di Istitute proper paymen I Lessee's request, de Paragraph 3, above, if	epository by deposit in t. If the depository sh liver to Lessee a propi Lessee drills a well w	n the US Malls in a si nould liquidate or be s er recordable instrum: which is incapable of p	lamped envelope ucceeded by and ent naming anoti producing in payle	e addressed to t other institution, ner institution as ng quantitles (he	he depository or to the L or for any reason fall or depository agent to rece ereinafter called "dry hole	essor at the last refuse to accept ive payments. "I on the leased

5. Except as provided for in Paragraph 3, above, if Lessee drifts a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or If all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force if the shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drifting an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drifting, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with on cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drift such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drift under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drift exploratory wells or any additional wells except as expressl

leased premises from uncompensated drainage by any well or wells located on other lands not peoled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

8. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or Interest therein with any other lands or interests, as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well into is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, provided that a larger unit may be formed for an oil well or gas well or horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in facilities or

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate I. such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 day after Lessoe has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee c until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalite hereunder, Lessee may pay or tender such shut-in royalites to the credit of decedent or decedent's estate in the depository designated above. If at any time two or mon persons are entitled to shut-in royalites hereunder, Lessee may pay or tender such shut-in royalities to such persons or to their credit in the depository, either jointly of separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafte arising with respect to the transferred interest, and failure of the transferred to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of

the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released if Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in rayalites shall be proportionately reduced

in accordance with the net acreage interest retained hereunder.

in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire teased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay (or damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during

equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, reactricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this tease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied coverants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from 12. In the event that Lessor, during the primary term of this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other perlinent terms and conditions of the offer. Lessee, for a period of filteen days after receipt of the notice, shall have the

time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the lessed premises. If Lessee exercises such option, Lessee shall be subregated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-n royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until

Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other

operations

operations.

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessoe has or may regordate with any other lessors/oil and has owners. which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

ACKNOWLEDGMENT

COUNTY OF

LESSOR (WHETHER ONE OR MORE)

was, acknowledged before me on the This instrument was

Ghales Hamad

2008,

BRADLEY ZHANEL Notary Public, State of Texas My Commission Expires June 09, 2010

name (printed):

STATE OF

COUNTY OF JNTY OF Taccort
This instrument was acknowledged before me on the

2008.

Roman

ne (printed):

BRADLEY ZHANEL Motary Public, State of Texas My Commission Expires June 09, 2010

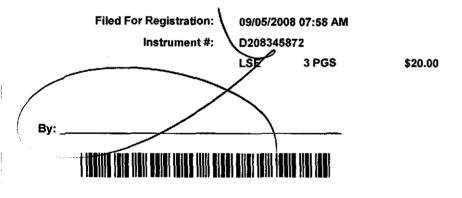


DALE PROPERTY SERVICES LLC ATTN: ANN VANDENBERG 2100 ROSS AVE, STE 1870, LB-9 DALLAS TX 75201

Submitter: DALE RESOURCES LLC

## SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

## <u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.



ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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